

Spiideo Dataset Terms of Use

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- 2. No Distribution.** Notwithstanding the CC License, **you are not licensed to, and shall not disclose or distribute the Datasets to any third party.** Rather such third party should be directed to access and download the Datasets directly from Spiideo via the online page dedicated to such access.
- 3. Reporting.** You shall notify Spiideo immediately when you become aware of any breach or violation of these Terms, including disclosure or distribution of Datasets, or of any potential or actual infringement of intellectual property rights related to the Datasets.
- 4. Attribution.** You hereby consent to Spiideo listing the name and logo of your organization on the Datasets website and other material describing the Datasets.
- 5. Feedback.** You agree that Spiideo may freely use and exploit in perpetuity any feedback, requirements, recommendations, ideas, bug fixes, reviews, ratings, benchmarks, comments, suggestions, or improvements, that you, or any employee or agent thereof, may at any time disclose or submit to Spiideo relating to the Datasets for Spiideo's business purposes, including for product licensing, support and development, without any obligation or payment to you.
- 6. Data.** You hereby consent to Spiideo's collection and use of anonymized data (including meta-data, analytical, diagnostic and technical data, and usage statistics) concerning or arising from your use of the Datasets in order to provide the functionality of and improve the Datasets, for product development and marketing purposes, to protect against spam and malware, and for verifying compliance.
- 7. Updates.** Updates to the Datasets are subject to these Terms unless other terms accompany the updates. If so, those other terms will apply. Spiideo is not obligated to make any updates available, to continue making the Datasets available for any period of time, or to provide any technical support of any kind. Spiideo may cease making the Datasets available at any time.
- 8. Compliance.** You shall comply with all applicable laws, rules, and regulations in respect of the development and use of the Datasets and any related product, service, software or technology.
- 9. Publicity.** You shall not publicly represent or imply that Spiideo is participating in, or has sponsored, approved, or endorsed the manner or purpose of your use or reproduction of the Datasets without prior written consent from Spiideo. You shall not use the name, any trademark, brand, or logo of Spiideo, or any of its other means of promotion or publicity, without Spiideo's prior written consent nor represent or imply an association or affiliation with Spiideo.
- 10. Termination.** Without prejudice to any other Spiideo rights or remedies, the license rights granted under these Terms will automatically terminate if you fail to comply with the Terms or the CC License, or if Spiideo elects to terminate for convenience which it may do at any time. In such event, you shall immediately destroy all copies and cease all use of the Datasets. You acknowledge and agree that breach of these Terms, or any distribution or unauthorized use of the Datasets,

may cause irreparable harm to Spiideo, the extent of which would be difficult to ascertain, and that Spiideo will be entitled to seek without limitation immediate injunctive relief in any court of competent jurisdiction under the applicable laws thereof and any other remedies available under applicable law (and Spiideo's right to do so is not subject to arbitration).

11. Disclaimer. You acknowledge the Datasets may have inaccuracies, defects or deficiencies that may not be corrected by Spiideo. **To the maximum extent permitted by applicable law, Spiideo and its licensors provide the Datasets "as is" and with all faults, and disclaim all representations, warranties, and conditions, whether express, implied or statutory, including but not limited to representations, warranties and conditions related to: title, non-infringement, merchantability, fitness for a particular purpose, accuracy or completeness, lack of defects, negligence or workmanlike effort, or correspondence to description. The entire risk arising out of use or performance of the Datasets remains with you.**

12. Limitation of Liability. **EXCLUDING ONLY DAMAGES ARISING OUT OF SPIIDEO'S LIABILITY FOR FRAUD, DEATH OR PERSONAL INJURY CAUSED BY SPIIDEO'S NEGLIGENCE, OR ANY OTHER LOSS FOR WHICH SPIIDEO CANNOT LAWFULLY EXCLUDE LIABILITY, SPIIDEO WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR DAMAGES FOR LOSS OF REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPIIDEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OF OR INABILITY TO USE THE DATASETS OR THE EXERCISE OF THE LICENSED RIGHTS GRANTED HEREUNDER. Notwithstanding any other provision of these Terms, Spiideo's maximum aggregate liability for all claims, liabilities or obligations arising under or relating to these Terms or the Datasets, regardless of the theory of liability, whether for breach, including breach of warranty, or in tort or otherwise, will in no event exceed all amounts paid by you to Spiideo under these Terms.**

13. Severability; Waiver; No Agency; Entire Agreement. If any of the provisions of these Terms are held to be in violation of applicable law, void, or unenforceable in any jurisdiction, such provisions will not affect the validity of the balance of the Terms, and such provisions are herewith waived or reformed to the extent necessary for these Terms to be otherwise enforceable in such jurisdiction. No waiver of any provision of these Terms will be deemed a further waiver or continuing waiver of such provision or any other provision, and Spiideo's failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision. These Terms are the parties' entire agreement relating to its subject matter and supersedes all prior or contemporaneous oral or written communications, proposals, negotiations, understandings, representations and warranties and prevails over any conflicting or additional terms of any quote, order or other communication between the parties relating to its subject matter.

14. Assignment. These Terms shall not be assigned or transferred, or its rights or obligations assigned or delegated, by you, in whole or in part, including by way of merger or reorganization, acquisition or otherwise, without the prior written consent of Spiideo. Any assignment made in violation of this section will be void. Spiideo may freely assign these Terms without the necessity for consent.

15. Governing Law; Arbitration.

(a) These Terms will be governed by and construed under the laws of Sweden. The choice of law rules of any jurisdiction, and the United Nations Convention on Contracts for the International Sale of Goods, will not apply. Any disputes between or claims brought by you or Spiideo arising out of or related to these Terms or the Datasets (including tort as well as contract claims, and whether pre-contractual or extra-contractual, as well as the arbitrability of any disputes (subject to section 15(b) below) shall be referred to and finally settled exclusively by binding arbitration before the International Court of Arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce in effect at the time of arbitration except as inconsistent with this section. The arbitration will be conducted by telephone, on-line and/or based solely upon written submissions where no in-person appearance is required. If in-person appearance is required, such hearings will be held in New York City, New York if you reside in or are headquartered in North or South America, or Malmö, Sweden, if you reside or are headquartered anywhere else. The arbitrator will apply the law specified in this section. All awards may if necessary be enforced by any court having jurisdiction. The existence of any dispute, the existence or details of the arbitration proceeding, and all related documents, materials, evidence, judgments and awards therein, shall be kept

confidential. Except as required by law, no party will make any public announcements with respect to the proceeding or the award, except as required to enforce same. The parties hereby waive the right to a trial by jury and agree to only bring claims in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. All disputes will be arbitrated only on an individual basis and not in a class, consolidated or representative action. The arbitrator does not have the power to vary these provisions. All claims (excluding requests for injunctive or equitable relief) between the parties must be resolved via arbitration in accordance with this section. Should either party file an action contrary to this section, the other party may recover lawyers' fees and costs associated with enforcing this section, provided that the party seeking the award has notified the other party in writing of the improperly filed claim, and the other party has failed to withdraw the claim in a timely fashion.

(b) Notwithstanding the foregoing, nothing in this section 15 will preclude the right and ability to bypass arbitration and file and maintain at any time an action for recovery of injunctive or provisional relief or enforcement and/or redress of intellectual property rights in any court of competent jurisdiction under the laws applicable thereto, and either party's right to do so is not arbitrable.

(c) A party prevailing in any litigation or arbitration related to these Terms or the Datasets will be entitled, in addition to such other relief as may be granted, to an award of reasonable attorneys' fees.

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